



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT1264W 2

EFFECTIVE BEGIN DATE: 02-01-2006
EXPIRATION DATE: 01-31-2007
PAGE: 1 of 6

BUYER : NOLA PENLAND
Nola.Penland@iowa.gov
515-281-3089

FOB FOB Dest, Freight Prepaid

PAYMENT TERMS (%): DAYS:

VENDOR:

Wynn O Jones & Assoc Inc
754 Alderson St
PO Box 318
Schofield, WI 54476-0318
USA

VENDOR CONTACT:

David Drumm
PHONE: 715-359-5196 EXT:
EMAIL: ddrumm@wynnjones.com
VENDOR #: 39141834000

DESCRIPTION OF ITEMS CONTRACTED

Scientific products per IBA010914-SS of 9-14-2001.

PRIMARY CONTRACT FOR THE PROVISION OF LABORATORY FURNITURE, HOODS, CASEWORK, ASSOCIATED FIXTURES AND SUPPLIES ON AN AS-NEEDED BASIS, PURSUANT TO THE SPECIFICATIONS, TERMS AND CONDITIONS OF THE IOWA BIOTECHNOLOGY ASSOCIATION'S REQUEST FOR PROPOSAL NUMBER IBA010914-SS, DATED SEPTEMBER 14, 2001. THIS CONTRACT THRU FISHER HAMILTON LLC, 1316-18th STREET, TWO RIVERS, WISCONSIN, 54241, SHALL BE FACILITATED BY PLACEMENT OF ORDERS WITH WYNN O. JONES & ASSOCIATES, ATTN: PAUL CLARK, ACCOUNT MANAGER, PHONE 319-390-9044 OR CELL PHONE 319-533-5933 OR E-MAIL ADDRESS: pclark@wynnjones.com

FOB: Destination

Terms: Net 30

Minimum Order: Mfg. Standard Pack

Pricing Extended to Political Sub-Divisions

RENEWAL PERIODS

THRESHOLDS

MINIMUM ORDER AMOUNT:

MAXIMUM ORDER AMOUNT:

NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL

TOTAL \$0.00

VENDOR:

APPROVED BY:

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000		93145	\$0.000000 \$0.000000
			Furniture Installation and Reconfiguration Services (Includi Only Fisher Hamilton certified field installers shall be utilized to install casework on major installation projects. 4 certified installers include: Hawkeye Installation of Knoxville, Iowa Tyler Construction Service of Carlisle, Iowa WOJ Installations of Schofield, Wisconsin Bernie Friedl of Cedar Rapids, Iowa	
2	0.00000		490	\$0.000000 \$0.000000
			LABORATORY EQUIPMENT, ACCESSORIES AND SUPPLIES: GENERAL ANAL **Pricing** discounts listed herein are firm for the life of the contract, include design and estimated services and shall be applied to the manufacturer's confidential dealer list prices in effect at the time of delivery.	
3	0.00000		415	\$0.000000 \$0.000000
			FURNITURE: LABORATORY PIONEER (ENERGY EFFICIENT) FUME HOOD -- delivered: 70.5% 75.07%, installed: 65.3% 69.87% STAINLESS STEEL CASEWORK - delivered: 77.04% 78.69%, installed: 71.84% 73.49% DURAMEX FISHER-HAMILTON COMPUTER WORKSTATIONS AND ENCLOSURES- delivered: 36.22% 41.39%, installed: 31.02% 36.19% STANDARD WOOD LAB CASEWORK -- delivered: 65.23% 67.59%, installed: 60.03% 62.39% WOOD LAB CASEWORK OPTION: - SOLID WOOD -- delivered: 65.23% 67.59%, installed: 60.03% 62.39% - WOOD VENEER OVER PLYWOOD, LAMINATE, SYNTHETIC OR SOLID WOOD MATERIALS-- delivered: 65.23% 67.59%, installed: 60.03% 62.39% - LAMINATE OVER WOOD PRODUCT CORE, FURNITURE AND COUNTERTOP - delivered: 64.8% 67.59%, installed: 60.03% 62.39% - LAMINATE OVER SYNTHETIC MATERIAL, FURNITURE AND COUNTERTOP -- delivered: 64.8% 67.59%, installed: 60.03% 62.39% - WOOD DOORS/TRIM APPLIED TO STEEL MODULAR FRAME (STEEL CASEWORK) -- delivered: 73.51% 77.85%, installed: 68.31% 72.65%	
			NOTE: WHEN DESIGN AND ESTIMATING ARE PERFORMED BY THE STATE OF IOWA (IOWA BIOTECHNOLOGY MEMBER), AN ADDITIONAL 1.5% DISCOUNT SHALL BE APPLIED TO THE ABOVE LISTED DISCOUNT SCHEDULE	
4	0.00000		415	\$0.000000 \$0.000000
			FURNITURE: LABORATORY PIONEER (ENERGY EFFICIENT) FUME HOOD -- delivered: 70.5% 75.07%, installed: 65.3% 69.87% STAINLESS STEEL CASEWORK - delivered: 77.04% 78.69%, installed: 71.84% 73.49% DURAMEX FISHER-HAMILTON COMPUTER WORKSTATIONS AND ENCLOSURES- delivered: 36.22% 41.39%, installed: 31.02% 36.19% STANDARD WOOD LAB CASEWORK -- delivered: 65.23% 67.59%, installed: 60.03% 62.39% WOOD LAB CASEWORK OPTION: - SOLID WOOD -- delivered: 65.23% 67.59%, installed: 60.03% 62.39% - WOOD VENEER OVER PLYWOOD, LAMINATE, SYNTHETIC OR SOLID WOOD MATERIALS-- delivered: 65.23% 67.59%, installed: 60.03% 62.39% - LAMINATE OVER WOOD PRODUCT CORE, FURNITURE AND COUNTERTOP - delivered: 64.8% 67.59%, installed: 60.03% 62.39% - LAMINATE OVER SYNTHETIC MATERIAL, FURNITURE AND COUNTERTOP -- delivered: 64.8% 67.59%, installed: 60.03% 62.39% - WOOD DOORS/TRIM APPLIED TO STEEL MODULAR FRAME (STEEL CASEWORK) -- delivered: 73.51% 77.85%, installed: 68.31% 72.65%	



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NOTE: WHEN DESIGN AND ESTIMATING ARE PERFORMED BY THE STATE OF IOWA (IOWA BIOTECHNOLOGY MEMBER), AN ADDITIONAL 1.5% DISCOUNT SHALL BE APPLIED TO THE ABOVE LISTED DISCOUNT SCHEDULE				
5	0.00000		41540	\$0.000000
			Casework, Wood	\$0.000000
			SECTION I. WOOD CASEWORK LIST ITEMIZED @ LIST PRICE	
			106C632B..... BASE 2 DOOR 36".....	\$806
			106C832B..... BASE 2 DOOR 48".....	\$874
			145C432B..... BASE 4 DRAW 24".....	\$872
			194C832B..... BASE 5 DRAW 48".....	\$1295
			206C632B..... BASE 8 DRAW 36".....	\$1446
			206C832B..... BASE 8 DRAW 48".....	\$1556
			148C632B..... BASE 2 DRW 2 DR 36".....	\$1071
			148C832B..... BASE 2 DRW 2 DR 48".....	\$1159
			207C632B..... BASE 5 DRW 1 DR 36".....	\$1310
			207C832B..... BASE 5 DRW 1 DR 48".....	\$1406
			152C632B..... BASE 4 DRW 1 DR 36".....	\$1204
			152C832B..... BASE 4 DRW 1 DR 48".....	\$1296
			115C832B..... BASE SINK 2 DR 48".....	\$761
			119C932B..... BASE SINK 2 DR 60".....	\$885
			423C632B..... BASE LAZY SUZ 35".....	\$1382
			772C631B..... WALL GLASS DR 36".....	\$772
			722C831B..... WALL GLASS DR 48".....	\$846
			712C631B..... WALL FR GLAS DR 36".....	\$984
			712C831B..... WALL FR GLAS DR 48".....	\$1064
			818C892E..... CASE FLOOR 2 DR 48".....	\$2527
6	0.00000		41539	\$0.000000
			Casework, Metal	\$0.000000
			SECTION II. METAL CASEWORK LIST ITEMIZED "LIST PRICE"	
			106S6320..... BASE 2 DOOR 36".....	\$943
			106S8320..... BASE 2 DOOR 48".....	\$1035
			173S4320..... BASE 4 DRAW 24".....	\$1170
			194S8320..... BASE 5 DRAW 48".....	\$1677
			206S6320..... BASE 8 DRAW 36".....	\$1941
			206S8320..... BASE 8 DRAW 48".....	\$2049
			257S6320..... BASE 2 DRW 2 DR 36".....	\$1353
			257S8320..... BASE 2 DRW 2 DR 48".....	\$1457
			207S6320..... BASE 5 DRW 1 DR 36".....	\$1790
			207S8320..... BASE 5 DRW 1 DR 48".....	\$1891
			180S6320..... BASE 4 DRW 1 DR 36".....	\$1534
			180S8320..... BASE 4 DRW 1 DR 48".....	\$1636
			423S6320..... BASE SINK 2 DR 48".....	\$1537
			115S8320..... BASE SINK 2 DR 60".....	\$892
			119S9320..... BASE LAZY SUZ 35".....	\$993
			722S6330..... WALL GLASS DR 36".....	\$760
			722S8330..... WALL GLASS DR 48".....	\$893
			712S6330..... WALL FR GLAS DR 36".....	\$1163
			712S8330..... WALL FR GLAS DR 48".....	\$1315
			806S8960..... CASE FLOOR 2 DR 48".....	\$2052
7	0.00000		41552	\$0.000000
			Fume Hoods, Laminar Flow Hoods, Biological Cabinets and Isol	\$0.000000
			SECTION III. HOOD - 6 FOOT LIST ITEMIZED "LIST PRICE"	
			54L597E0..... HOOD WT EPOXY.....	\$5524
			20L19200..... HOOD TOP ASSEM.....	\$756
			950S7530..... BASE FLAM STR 36".....	\$4196
			144S6320..... BASE ACID STR 36".....	\$1475
			34L13200..... CUPSINK OVAL.....	\$30
			32L596CW..... FIXTURE WATER.....	\$263
			30L497VW..... FIXTURE VACUUM.....	\$184
			90L0600..... VENT.....	\$47
			30L497GW..... FIXTURE GAS.....	\$184
			54L0335C..... DIGITAL ALARM.....	\$1666
8	0.00000		3159069	\$0.000000
			RESIN, EPOXY	\$0.000000
			SECTION IV. RESIN LIST ITEMIZED "LIST PRICE"	
			20L446B1..... 72" X 30" W/CB.....	\$118
			20L446E1..... 72" X 24" FLAT.....	\$83



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			52L45700..... SINK 16 X 12 X 8".....	\$162
			52L47300..... SINK 24 X 16 X 8".....	\$220
			20L44610..... RESIN X 500 SQ. FT.	\$42/SQ.FT.
9	0.00000		28554	\$0.000000
				\$0.000000
			Lighting Fixtures, Indoor: All Kinds and Parts (Including La	
			SECTION V. FIXTURES LIST ITEMIZED "LIST PRICE"	
			32L47500..... MIX. FAUCET 6" NEC.....	\$376
			32L51400..... FAUCET DEIONIZED.....	\$354
			30L541A0..... SERV COCK DECK DBL.....	\$145
			30L501A0..... SERV COCK SINGLE.....	\$46
			32L53900..... EYE WASH DBL FLAG.....	\$552
			36L11200..... OUTLET FLUSH 110 VOLT.....	\$10
			36L22400..... OUTLET PEDESTAL.....	\$124
10	0.00000		415	\$0.000000
				\$0.000000
			FURNITURE: LABORATORY	
			NOTE: PROPOSAL PRICING DOES NOT INCLUDE THE FOLLOWING ITEMS TO	
			BE PROVIDED BY THE STATE OF IOWA AT NO-CHARGE TO THE CONTRACTOR:	
			- HOISTING AND ELEVATOR SERVICE (ELEVATOR OPERATOR)	
			- TEMPORARY CONSTRUCTION SERVICES REQUIRED FOR PROJECT	
			- DEBRIS REMOVAL	
			INSTALLED "PRICING" FOR PROJECTS SHALL INCLUDE DELIVERY, RECEIPT	
			BY VENDOR'S PERSONNEL, SET-IN-PLACE, LEVELED AND INSTALLED PER	
			THE	
			IBA SPECIFICATIONS AND TIME-TABLE.	
			ATTENTION: THE IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES	
			CANNOT GUARANTEE A COMMITTED LEVEL OF VOLUME.	
			FISHER HAMILTON AND/OR WYNN O. JONES & ASSOCIATES SHALL REQUIRE	
			SPECIFIC GOVERNMENTAL PURCHASERS TO SIGN A "COMMITTED LEVEL OF	
			VOLUME AGREEMENT" FOR SPECIFIC PROJECTS	
			.	



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TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.